

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-2663**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Critical Start LLC**

This Amendment Number 1 to Contract Number DIR-TSO-2663 is between the Department of Information Resources ("DIR") and Critical Start LLC ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through December 18, 2017, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) additional one-year term.

2. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM  
Director, Enterprise Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Tera Davis  
Critical Start LLC  
6860 North Dallas Parkway, Suite 200  
Plano, Texas 75024  
Phone: (214) 810-6760  
Facsimile: (214) 919-4050  
Email: [tera.davis@criticalstart.com](mailto:tera.davis@criticalstart.com)

3. **Appendix A, Standard Terms and Conditions for Product and Related Services Contracts dated 05/02/14**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Product and Related Services Contracts dated 06/21/16**, as attached.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 1, and then the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than December 18, 2016.

**Critical Start LLC**

**Authorized By:** Signature on file

**Name:** Tera Davis

**Title:** Managing Director

**Date:** 12/22/16

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on file

**Name:** Dana L. Collins for Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 12/22/16

**Office of General Counsel:** David Brown 12/22/16